

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CERVECERIA MODELO, S.A. DE C.V. and :
MARCAS MODELO, S.A. DE C.V., : Civil Action No. 07 CV 7998 (HB)
: Plaintiffs,
-against- :
USPA ACCESSORIES LLC d/b/a CONCEPT ONE : **PLAINTIFFS' INITIAL DISCLOSURE**
ACCESSORIES, : **STATEMENT PURSUANT TO**
: **FEDERAL RULE OF CIVIL**
: **PROCEDURE 26(A)(1)**
: Defendant.
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Plaintiffs Cerveceria Modelo, S.A. de C.V. ("Modelo") and Marcas Modelo, S.A. de C.V. ("Marcas Modelo") (together, "Plaintiffs") by and through their attorneys, Kirkpatrick & Lockhart Preston Gates Ellis LLP, hereby make the following initial disclosures pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure and the Local Rules of this Court. These disclosures are based on the information reasonably available and currently known to Plaintiffs regarding disputed facts alleged in the pleadings in the above-captioned action. Plaintiffs reserve the right to supplement these disclosures during the course of discovery and as their investigation continues as required by Rule 26(e) of the Federal Rules of Civil Procedure.

DISCLOSURES

A. INDIVIDUALS WITH DISCOVERABLE INFORMATION

The following individuals are likely to have discoverable information relevant to the disputed facts alleged in the pleadings filed in this action:

Plaintiffs' Witnesses

Carla Gavaldon Terres
Trademark Counsel
Grupo Modelo, S.A.B. de C.V.
c/o Plaintiffs' attorneys

Ms. Gavaldon has knowledge of Modelo's CORONA marks and Modelo's efforts to protect the CORONA marks.

Juan Fernandez
Marketing Manager
G Modelo, USA, LLC
c/o Plaintiffs' attorneys

Mr. Fernandez has knowledge of: (1) Marcas Modelo's licensing of the CORONA marks in the United States, including its communications with Concept One regarding Marcas Modelo's licensing guidelines and standards; (2) Marcas Modelo's approval procedures for licensed products bearing the CORONA marks; (3) Marcas Modelo's review of designs and samples submitted for approval by Concept One; (4) Marcas Modelo's communications with Concept One regarding designs submitted by Concept One for approval by Marcas Modelo; (5) Concept One's breach of the license agreement; (6) Marcas Modelo's termination of Concept One's license agreement; and (7) Marcas Modelo's communications with third parties regarding the termination of Concept One's license agreement.

Jean Marie Ruffini
Marketing Manager
G Modelo, USA, LLC
c/o Plaintiffs' attorneys

Ms. Ruffini has knowledge of: (1) Procermex's licensing of the CORONA marks in the United States prior to 2007; (2) Marcas Modelo's licensing of the CORONA marks in the United States; and (3) Marcas Modelo's review of designs and samples submitted for approval by Concept One.

Defendant's Witnesses

Sam Hafif
CEO
Concept One Accessories
c/o Defendant's attorney

Mr. Hafif has knowledge of: (1) Concept One's breach of the license agreement; (2) communications between Marcas Modelo and Concept One regarding licensing guidelines and standards; (3) communications between Marcas Modelo and Concept One regarding designs submitted to Marcas Modelo for approval; (4) Concept One's offer to sell and/or sale of unauthorized and unapproved goods bearing the CORONA marks to third parties; and (5) communications between Marcas Modelo and Concept One regarding termination of license agreement and no right to sell-off existing inventory.

Tara La Rosa
Licensing Coordinator
Concept One Accessories
c/o Defendant's attorney

Ms. La Rose has knowledge of: (1) communications between Marcas Modelo and Concept One regarding licensing guidelines and standards; (2) communications between Marcas Modelo and Concept One regarding design submission and approval procedures; and (3) Concept One's submission of designs for unlicensed products, including but not limited to bags.

Gary St. Louis
Divisional Vice-President
Drew Pearson/Concept One
c/o Defendant's attorney

Mr. St. Louis has knowledge of: (1) communications between Marcas Modelo and Concept One regarding licensing guidelines and standards; (2) communications between Marcas Modelo and Concept One regarding design submission and approval procedures; and (3) Concept One's communications with third parties regarding offer to sell and/or sale of unapproved and unauthorized products bearing the CORONA marks.

B. RELEVANT DOCUMENTS WITHIN PLAINTIFFS' CONTROL

Except as specifically noted below, the location of all documents, data compilations, and tangible things in the possession, custody or control of Plaintiffs that they may use to support their claims, unless solely for impeachment, is as follows:

Grupo Modelo, S.A.B. de C.V.
Av. Javier Barros Sierra No. 555-4
Col. Santa Fe 01210 México, D.F.
México

GModelo USA, LLC
9830 Colonnade Blvd Suite 300
San Antonio, TX 78230

Kirkpatrick & Lockhart Preston Gates Ellis LLP
599 Lexington Avenue
New York, NY 10022

The categories of documents, data compilations and other tangible things in Plaintiffs' possession, custody or control that it may use to support their claims, unless solely for impeachment, include the following:

1. Documents relating to the marketing, advertising and promotion of the CORONA marks in the United States;

2. Documents relating to the CORONA marks, including, without limitation, any and all non-privileged documents relating to the registration of such marks in the U.S. Patent and Trademark Office, and each such mark's file history in the U.S. Patent and Trademark Office;

3. Correspondence between Plaintiffs and Defendant regarding Plaintiffs' trademark infringement and breach of contract claims;

4. Documents relating to Defendant's breach of the license agreement;

5. Correspondence between Marcas Modelo and Defendant regarding designs submitted by Defendant for approval;

6. Marcas Modelo's Policies and Procedures Manual for Licensees in the United States and Canada;

7. Correspondence between Marcas Modelo and third parties regarding termination of Concept One license agreement; and

8. Documents relating to Defendant's infringement of the CORONA marks.

C. PLAINTIFFS' DAMAGES COMPUTATION

Plaintiffs are not able at this time to compute the extent of the damages they have suffered as a result of Defendant's infringement and breach of contract because they have not yet taken discovery from Defendant on this topic. Plaintiffs will supplement their response once they have received the relevant information from Defendant.

D. INSURANCE

None.

Dated: November 30, 2007
New York, New York

KIRKPATRICK & LOCKHART
PRESTON GATES ELLIS LLP

By:


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